Notification No. 1265—*C. R. B., dated 29th August* 1938.

Kind and Class of Appointments:—Assistant Draftsmen and Tracers, Public Works Depart

Unit Office:—The Superintending Engineer, Irrigation Circle, K. R. S. Works, Mysore.

"B" or "Special" List.

Add the following in the existing list:—

6. H. Radhakrishna Rao, care of Mr. H. Shama Rao, B.A., B.T., Head Master, S.L.N. [illegible] Fort, Bangalore City.
7. N. Ramaswamy Naidu, Draftsman, Office of the Director of Public Health, Bangal
8. Nazir Ahamed Sheriff, son of Mr. Abdul Gafoor Sheriff Sahab, Khazee of Sira, Sira
9. T. Iyyappa Reddy, 32-A, Dodda Kattappa Road, Ulsoor, Bangalore.
10. T. G. Chandrappa, care of Yajaman Siddappa, Cloth Merchant, Mandipet, Tumku
11. B. S. Nooruddin, 57, Moodalappa's Lane, Mavalli, Bangalore City.

Notification No. 1267—*C. R. B., dated 29th August* 1938.

Kind and Class of Appointments:—Assistant Draftsmen and Tracers, Public Works Depart

Unit Office:—The Superintending Engineer, Mysore Circle, Mysore.

"B" or "Special" List.

Add the following in the existing list:—

14. B. Lakshmipathiah, No. 10, Appajappa's Agrahar, Chamarajapet, Bangalore Cit
15. C. N. Srikantiah, care of Mr. D. Rudraiya, Veterinary Inspector, Chamarajapet, Mys Bangalore City.
16. S. Raghaveswar Rao Naidu, No. 137, IV Main Road, Chamarajapet, Bangalore Cit
17. K. G. Mallikarjun, son of Mr. K. Gurulingappa, Photographer, Cottonpet, Bangalore
18. S. Pillappa, son of Mr. Thammanna, Goruguntepalya, Yeswantpur Post, Bangalo

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K. THIPPESW
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Central Recruitme

ENGINEERING DEPARTMENT.

BANGALORE DIVISION.

Notice dated 29th August 1938.

Sealed tenders will be received at the Office of the Executive Engineer, Bangalore D up to 2 P.M., on 19th September 1938, for deviating the Salem-Bellary Road at Dobspet 3 and 6/31 miles.

2. Tenders in the prescribed form obtainable from the Office of the Executive E Bangalore Division, should be addressed to the Executive Engineer, Bangalore Divisi sealed cover and superscribed as "Tender for Deviation of Salem-Bellary Road at D The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a duplicate Challan for having credited treasury the deposit amount of Rs. 170. The earnest money of the successful tenderer retained as security deposit for due fulfilment of the contract. Such a deposit in cash carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present September 1938 at 3 P.M. The final acceptance of the tender will rest with the E Engineer, who does not bind himself to accept the lowest or any tender, or to assign a whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the E Engineer's Office in due course. Within eight days of the acceptance of the tender, the tenderer will be required to execute an agreement in the departmental Schedule Contract the due fulfilment of the contract, and for the execution of all items of work in accorda the Bombay Specifications (1931).

6. Failure to comply with the condition 5 above, or to agree to carry out the work in a with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any ti Executive Engineer's Office, Bangalore, on all working days between 11 A.M. and 5 P.M., be obtained from that officer on payment of Rs. 3.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with data and reasons for the same.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to, and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof, or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer, on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions, or additions at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The works should be completed and handed over in a tidy condition to the Public Works Department by the end of January 1939, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. 170 per day, which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered; whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.

(2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.

(3) Provide mortar mills and sheds, to keep materials under cover and also for workmen.

(4) Arrange for protecting work during inclement weather.

(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.

(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.

(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.

(8) Provide arrangements for pumping and baling of water from excavations and foundations wherever and whenever necessary with his own pumping apparatus including necessary leading drains, slump pits, etc.

(9) Afford facilities to any other parties employed upon the work by the P. W. D., so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.

(10) The contractor is responsible for all accidents to workmen, etc., on the work and he must take precaution against all risk of accidents and if necessary provide for the same by Insurance at the proper time.

Note.—(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

Approximate quantities required for deviating the Salem-Bellary Road at Dobspet between furlon 3/31 and 6/31.

Serial No.	Items of work	Unit	Sanctioned		Rate quoted in	
			Quantity	Rate	Figures	Words
				Rs. a. p.	Rs.	Rs.
1	Earthwork embankment, with the required lead, lift and watering and consolidation	C.yd.	582	0 5 0		
2	Turfing slopes of embankment and watering till it is satisfactory ..	S.yd.	347	0 1 0		
3	Forming the road surface by scrapping grass, clearing jungle and forming the dips and mounds to level ..	S.yd.	4,587	0 0 3		
4	Excavating Avenue pits 40 in each furlong	C.yd.	120	0 3 0		
5	Excavating check drain upper side in all soils and using the earth for forming road surface and sides including widening wherever necessary	C.yd.	330	0 3 6		
6	Collecting, breaking and stacking burnt metal 2" thick for soling including lead	C.yd.	183	1 12 0		
7	Do 1" thick for surface coat including lead	"	367	2 8 0		
8	Excavating, carting and stacking gravel including lead for consolidating metal 6 and 7 above at 40 c.yds., per furlong	C.yd.	120	0 8 0		
9	Providing and fixing on bed slabs, demarcation stones 12 for each furlong as per specification ..	Each	36	0 8 0		
10	Consolidating metal and gravel, pick road surface and forming for spreading metal (Gravel surface) ..	S.yd.	3,300	0 0 2		
11	Spreading, hand packing and consolidating metal 2" thick including watering, etc.	C.yd.	183	0 4 0		
12	Do do 1" thick ..	"	367	0 4 9		
13	Do do gravel ..	"	120	0 3 9		
14	Collecting and spreading sand ..	"	15	0 6 0		
15	Providing and fixing guard stones 5' × 1½' each, including nice dressing (6" thick)	S.ft.	750	0 6 0		
	Constructing a slabbed culvert on the proposed deviation of Salem-Bellary Road at 6/31.					
1	Earthwork excavation in unclassified soil	C.yd.	31	0 3 0		
2	Filling foundations with available unsize stones in surki mortar ..	C.ft.	938	0 3 0		
3	Providing burnt stone slabs available with proper dressing	S.ft.	228	0 2 0		
4	Pointing with surki mortar	Sqr.	3.36	2 0 0		
5	Size stone now in mortar	C.ft.	60	0 4 0		
6	Cement pointing to parapet walls ..	Sqr.	0.86	4 0 0		
7	Rough stone work, old, with new jelly backing and jelly wedging ..	C.yd.	27	1 0 0		

Notification dated 29th August 1938.

1. Sealed tenders will be received at the Office of the Executive Engineer, Ban Division, upto 2 P.M., on 26th September 1938, for restoring the breached Kabbal-Hosahall kere Reg. No. 141 of Kankanhalli Taluk.

2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Bangalore Division, should be addressed to the Executive Engineer, Bangalore Division, in a sealed cover and superscribed as "Tender for restoring the breached Kabbal Hosahalli Doddkere". The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a duplicate challan for having credited into the treasury the deposit amount of Rs. 620 under 17 (a) Public Works Deposits or Mysore Government Bonds, duly endorsed at face value or market value, whichever is less, as earnest money. The earnest money of the successful tenderer will be retained as security deposit for due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 26th September 1938 at 3 P.M. The final acceptance of the tender will rest with the Superintending Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the Departmental Schedule Contract form for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay Specifications (1931).

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Bangalore, on all working days, between 11 A.M. and 5 P.M. and may be obtained from that officer, on payment of Rs. 5.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions, at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The work should be completed and handed over in a tidy condition to the Public Works Department by the end of May 1940, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. 620 per day which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the

date of taking over of such machinery, tools and plant from the Stores to the date of re thereto, the dates considered being the dates of acknowledgments of the vouchers in transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractors should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.
(2) Provide all necessary scaffolding, centering labour and appliances for hoisting.
(3) Provide mortar mills and sheds to keep materials under cover and also for workm
(4) Arrange for protecting work during inclement weather.
(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, etc parahs, shoring, strutting and other requisite protective appliances during progress of the work.
(6) Supply all water required for work and workmen and shall provide temporary latr and drains.
(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
(8) Provide arrangements for pumping and baling from of water excavations and foun tions, wherever and whenever necessary with his own pumping apparatus, includ necessary leading drains, slump pits, etc.
(9) Afford facilities to any other parties employed upon the work by the P. W. D. that their work may proceed during the progress of the contract and give such persons the use of ordinary scaffolding and ladders.
(10) The contractor is responsible for all accidents to workmen, etc., on the work and must take precaution against all risk of accidents and if necessary provide for same by insurance at the proper time.

Note.—(*b*) It is the business of the contractor to make his own arrangements for quar and supplies of materials.

Approximate quantities required for restoring the breached Kabbal Hosahalli Dodkere, No 1 of Kankanhalli Taluk.

Serial No.	Items of work	Unit	Sanctioned		Rate quoted in	
			Quantity	Rate	Figures	F
	Bund at R. L. 55.00 top width 6' to 9'.			Rs. a. p.	Rs.	R
1	Jungle clearing and removing with roots	Grade	18	2 0 0		
2	Cutting grips and trenches	,,	18	2 0 0		
3	Removing ant hills and filling with sand	Each	10	0 6 0		
4	Earthwork ground with the required lead, lift and consolidation ..	C.yd.	1,145	0 3 6		
5	Do for breach do ..	,,	9,275	0 5 6		
6	Clear rain	,,	2,917	0 3 0		
7	Jelly ng silt and sand in the breach ..	,,	100	0 8 0		
8	Cugh stone work new with the required lead, lift, jelly backing and jelly wedging	,,	2,111	0 2 6		
9	Gravel backing behind revetment including consolidation	,,	2,355	1 8 0		
10	Puddle wall with a mixture of equal proportion of clay and gravel ..	,,	785	0 8 0		
11	Turfing the slopes of bund and watering till it is satisfactory	S.yd.	1,008	0 12 0		
12	Providing and fixing of grade stones on bed slabs figures cut and painted ..	Each	4,559	0 1 0		
13	Do Register No. stone do	,,	19	2 0 0		
14	Do B. M. Stones do	,,	1	4 0 0		
15	Do Gauge stones do including masonry around.	,,	2	3 0 0		
16	Do Index stones ..	,,	2	10 0 0		
17		,,	19	0 8 0		

Serial No.	Items of work	Unit	Sanctioned		Rate quoted in	
			Quantity	Rate	Figures	Words
	Waste Weir R. L. 50.00, 190 feet long.			Rs. a. p.	Rs.	Rs.
1	Earthwork clearing draft and approaches and used to training bank including consolidation	C.yd.	3,792	0 3 6		
2	Earthwork excavating foundation	,,	143	0 3 0		
3	Burnt brick in surki mortar	C.ft.	1,306	0 5 0		
4	Burnt stone slabs 6" thick one line dressed and fixed in surki mortar	S.ft.	330	0 6 0		
5	Providing joggle joints in slab	Each joint.	31	1 0 0		
6	Surki mortar plastering	Sqr.	13.70	3 8 0		
7	Rough stone apron with the required lead, jelly backing and jelly wedging, etc., complete	C.yd.	87	1 8 0		
	Sluice at R. L. 40.00					
1	Earthwork cut opening the bund and refilling with consolidation after the construction of the sluice	C.yd.	537	0 3 6		
2	Earthwork excavating foundation	,,	22	0 3 0		
3	Burnt stone jelly concrete in surki mortar	C.ft.	274	0 3 6		
4	Burnt brick in surki mortar	,,	1,225	0 5 0		
5	Burnt stone slabs 6" thick one line dressed and fixed in surki mortar	S.ft.	265	0 6 0		
6	Plastering with surki mortar	Sqr.	11.77	3 8 0		
7	Pointing with cement	,,	1.00	3 0 0		
8	Cutting holes in slabs	Each	4	1 0 0		
9	Providing and fixing plug and rod with locking arrangement as per specification	,,	1	15 0 0		
10	Rough stone work new with the required lead, lift, jelly backing, jelly wedging, etc., complete	C.yd.	10	1 8 0		

N. LAKSHMINARASIMHAIYA,
Executive Engineer.

MISCELLANEOUS DEPARTMENTS.

MYSORE HORTICULTURAL SOCIETY, LAL-BAGH, BANGALORE.

There will be a Garden Competition in Mysore City, during the ensuing Dasara Exhibition, on 1st October 1938. Owners of gardens are requested to enter their gardens for competition and make it a success.

Further information can be had from the Curator, Government Gardens, Curzon Park, Mysore.

G. H. KRUMBIEGEL,
Chairman.

PRIVATE ADVERTISEMENTS.

IN THE COURT OF THE PRINCIPAL SUB-JUDGE AT BANGALORE.

Miscellaneous Application No. 231 *of* 1937-38.

(1) Krishnachandra Mookherjee, (2) Parbeti Sanker Mitra, (3) Durga Sanker Mitra, all are carrying on business in partnership under the name of Mitra Mookherjee & Co., as Bankers and Jewellers at No. 35, Ashtosh Mukherjee Road, Bhawanipur, Calcutta ... *Applicants.*

vs.

Doctor Panchanan Banerjee, son of Rakhal Das Banerjee, Bengali Brahmin, residing at No. 9/651, Mohalla Homza, Katora, Benares City ... *Opponent.*

In the matter of the estate of B. Rakhal Das Banerjee, resident of Benares City ... *Deceased.*

Whereas the Applicants (1) Krishnachandra Mookherjee, (2) Parbeti Sanker Mitra, (3) Durga Sanker Mitra, all are carrying on business in partnership under the name of Mitra Mookherjee & Co., as